



City Council Agenda Report
Meeting Date: September 6, 2011
Department: Public Works

SUBJECT:

CONSTRUCTION CONTRACT AWARD FOR THE ROCKFIELD BOULEVARD
STREETSCAPE PROJECT

RECOMMENDED ACTION(S):

1. Award a contract in the amount of \$1,253,167.30 to EBS General Engineering, Inc., of Corona, California, for construction of the Rockfield Boulevard Streetscape Project (PW 2003.02).
 2. Upon receipt of the executed contract documents from EBS General Engineering, reject all other bids received and authorize return of the bid bonds.
 3. Authorize the Mayor to sign, and the City Clerk to attest, the contract with EBS General Engineering Inc., substantially in the form attached.
 4. Authorize the City Manager to approve contract change orders up to 10% of the contract amount.
 5. Authorize the City Manager to dedicate the water meters installed as part of this project to the El Toro Water District for the purpose of maintenance and operation upon completion of the project.
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EXECUTIVE SUMMARY:

Phase 1 of the Rockfield Boulevard Streetscape Project (Los Alisos Blvd. to El Toro Road) will construct raised landscaped medians and parkway landscape improvements to provide traffic calming and enhance the visual aesthetics of this corridor. The 2011-2013 Capital Improvement Projects Budget includes an available project fund balance of \$1,586,671 to construct the project. Sufficient funds exist for the recommended actions.

BACKGROUND:

In 2004, the City Council awarded a professional services agreement to RBF Consulting to provide professional engineering and landscape architecture

services for this project. In addition, the scope of work included the creation of a streetscape master plan. Originally, this project encompassed all of Rockfield Boulevard; however, during the 2009 Five-Year Strategic Business Plan and 2009-2011 Capital Improvement Plan workshops, the City Council opted to deliver this project in up to three distinct phases. At that time, the City Council allocated funds for various projects including:

- Phase 1 of the Jeronimo Road Streetscape Project: Jeronimo Road between El Toro Road and Los Alisos Boulevard
- Phase 1 of the El Toro Road Streetscape Project: El Toro Road between Muirlands Boulevard and Jeronimo Road
- Phase 1 of the Rockfield Boulevard Streetscape Project: Rockfield Boulevard between El Toro Road and Los Alisos Boulevard

On July 15, 2008, the City Council reviewed the conceptual plans for this project and approved Alternative Landscape Plan 2 with some modifications and directed staff to complete the Rockfield Boulevard Streetscape Master Plan. On December 15, 2009, the City Council approved the Master Plan and directed staff to complete the construction plans and bid specifications for Phase 1 of the streetscape project. During the preparation of the final construction plans and bid specifications, staff submitted this project to the Orange County Transportation Authority (OCTA) for the Federal Transportation Enhancement activity (TE) grant program, which was subsequently approved for a \$500,000 grant.

On July 6, 2010, the City Council approved a cooperative agreement with OCTA for the use of TE funds for this project, as well as the associated Negative Declaration for the project under the California Environmental Quality Act. The construction plans and bid documents were completed by RBF and submitted to Caltrans for its review on behalf of the Federal Highway Administration under the TE grant program, which subsequently provided its authorization to the City to solicit bids for construction on May 13, 2011. On June 7, 2011, the City Council approved the construction plans and bid specifications for this project and authorized staff to solicit bids for construction.

On February 1, 2011, the Lake Forest Redevelopment Agency and the City Council jointly allocated approximately \$3.2 million of Redevelopment Agency tax increment funds to pay for construction of this project, as well as the El Toro Road and Jeronimo Road Streetscape Projects, and the El Toro Road Enhanced Landscape Lighting Project. The Council and Agency resolutions also set forth associated findings required by Health and Safety Code Section 33445 necessary for the use of redevelopment tax increment funds for such public improvements.

The El Toro Water District (ETWD) has provided the City with a Conditional Will Serve Letter for this project. This letter essentially states that ETWD will provide the contractor with a water meter to provide a new irrigation point of connection as well as supply water to irrigate the new landscaping installed along Rockfield Boulevard. Once the water meter is installed, the City needs to dedicate the meter back to ETWD for the purpose of maintenance and operation.

DISCUSSION:

On July 28, 2011, nine bids for this project were received ranging from \$1,253,167.30 to \$1,562,448.25. The bids were reviewed and analyzed for mathematical errors, and several bids were found to contain math errors that were corrected by staff in Attachment 1. The errors did not affect the bidder rankings. The low bid was submitted by EBS General Engineering, Inc., (EBS) and a reference check was conducted. EBS received favorable comments from its references (Attachment 2). Based on its review of the bid documents received, staff has determined that EBS is the lowest responsive, responsible bidder for this project. In accordance with the project specifications, EBS must pursue the work on this project within the 100 working day limit or be subject to liquidated damages of \$1,000 per calendar day.

Staff anticipates construction on this project to begin after January 1, 2012. Since the project limits are adjacent to The Orchard and Hunter Court shopping centers, the start of construction will be delayed so as not to interfere with traffic circulation during the busy holiday shopping season. The bid documents for this project included a copy of the City's standard construction contract template, which was previously approved by the City Council in June 2010. Article 5 of the contract incorporates by reference the bid documents previously approved by Council at the time it authorized staff to solicit bids for construction. The contract with EBS has been prepared by the Management Services Department, reviewed and approved by the City Attorney's Office (Attachment 3). Per Article 3 of the contract, the City Manager is authorized to approve contract change orders up to 10% of the contract amount, or \$125,316.

FISCAL IMPACT:

The Capital Improvement Projects Budget includes an available project fund balance of \$1,586,671 to construct this project. The total estimated construction cost amounts to \$1,405,166.30, which includes contract administration and construction inspection services. Sufficient funds exist for the recommended actions.

Project	Low Bid	Contract Administration & Inspection (estimated)	Total
PW 2003.02	\$1,253,167.30	\$151,999	\$1,405,166.30

ATTACHMENTS:

1. Bid Summary
2. Reference Check
3. Contract

Initiated By: Luis Estevez, Public Works Manager
Submitted By: Robert L. Woodings, P.E., Director of Public Works / City Engineer
Reviewed By: Robert C. Dunek, City Manager

**BID SUMMARY FOR ROCKFIELD BOULEVARD STREETSCAPE PROJECT
(PW 2003.02)**

DETAILED BID SUMMARY

BIDS OPENED 2:00 P.M., JULY 28, 2011

Prepared By: *A. Hesse*

Checked By: *[Signature]*

Reviewed By: *[Signature]*

	BIDDER'S NAME	TOTAL AMOUNT
1	ENGINEER'S ESTIMATE	\$1,481,470.00
2	EBS GENERAL ENGINEERING, INC.	\$1,253,167.30
3	LANDFORMS LANDSCAPE CONSTRUCTION	\$1,298,158.75
4	SEQUEL CONTRACTORS, INC.	\$1,348,294.00
5	KASA CONSTRUCTION	\$1,357,399.10
6	HILLCREST CONTRACTING	\$1,367,044.36
7	ALL AMERICAN ASPHALT	\$1,427,800.00
8	GMC ENGINEERING	\$1,444,444.65
9	RANCHO PACIFIC ENGINEERING, INC.	\$1,522,535.81
10	EXCEL PAVING CO.	\$1,562,448.25

**CITY OF LAKE FOREST
DEPARTMENT OF PUBLIC WORKS**

**REFERENCE CHECK FOR
Bid for Rockfield Boulevard Streetscape Project PW 2003.02**

Lowest Responsive, Responsible Bidder:	Contact #1:	Contact #2:	Contact #3:
EBS General Engineering, Inc.	City of Long Beach	City of South Pasadena	City of Riverside
QUESTION	RESPONSE	RESPONSE	RESPONSE
1. Contract Amount	\$3,517,661	\$1,119,132	\$6,900,000
2. Quality of the work	Excellent	Very good	Good
3. Contractor's relationship with agency representatives	Worked well with City's staff	Responsive to City's needs	Easy to work with, responsive
4. Claims or stop notices	None	None	No
5. Agency's desire to have contractor bid on future projects	Yes, have worked with them on several projects	Yes, will work with them again	Yes
6. Excessive change orders	City-generated extra work	City-initiated only	No, City initiated
7. Additional Comments	Great contractor, would like to work with them again	Excellent contractor, good quality work	Good contractor, performs well

ATTACHMENT 3

CONTRACT

THIS CONTRACT is made this _____ day of _____, 2011, in the County of Orange, State of California, by and between the City of Lake Forest hereinafter called City, and EBS General Engineering, Inc., hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

ROCKFIELD BOULEVARD STREETSCAPE PROJECT (PW 2003.02)

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 100 WORKING DAYS from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of ONE MILLION TWO HUNDRED FIFTY THREE THOUSAND ONE HUNDRED SIXTY SEVEN DOLLARS AND THIRTY CENTS (\$1,253,167.30). Payment shall be made as set forth in the General Conditions.

At any time during the term of the Contract, City may, pursuant to the terms and provisions of the Contract Documents, request that the Contractor perform additional work. Contractor shall not perform, nor be compensated for, additional work without written authorization from the City pursuant to the terms and provisions of the Contract Documents. Notwithstanding any other provisions of the Contract Documents, for contracts in excess of \$125,000.00, the City Manager may approve additional work not to exceed 10% of the original Contract amount, (ONE HUNDRED TWENTY FIVE THOUSAND THREE HUNDRED SEVENTEEN DOLLARS \$125,317) as set forth in this Article 3. Any additional work in excess of this amount shall be approved by the City Council.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of \$1,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or

forfeiture. In the event this is not paid, the Contractor agrees City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Affidavit form
- Contract
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Plans and Drawings
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the Public Works Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

EBS GENERAL ENGINEERING, INC.

CITY OF LAKE FOREST

By



By:

Name and Title:

Joseph Nanci, President

Peter Herzog, Mayor

Attest:

License No.

730016 A

Stephanie D. Smith, CMC
City Clerk

Approved as to Form:



City Attorney

END OF CONTRACT

ACKNOWLEDGMENT

State of California
County of Riverside } ss.

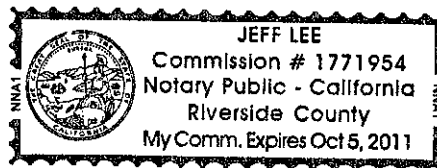
On August 17, 2011 before me, Jeff Lee
Notary Public, personally appeared Joseph Nanci

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jeff Lee
Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____ Thumbprint of Signer

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:

- ☐ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:

- ☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

☐ Check here if
no thumbprint
or fingerprint
is available.

Other Information: _____